

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 9

FRONTIER COMMUNICATIONS  
CORPORATION

Case 09-CA-247015

and

COMMUNICATIONS WORKERS OF  
AMERICA, DISTRICT 2-13

**COUNSEL FOR THE GENERAL COUNSEL'S BRIEF TO  
THE ADMINISTRATIVE LAW JUDGE**

**I. STATEMENT OF THE CASE**

This matter is before Administrative Law Judge Geoffrey Carter upon General Counsel's complaint which issued on August 22, 2019 on a charge filed by the Communications Workers of America, District 2-13 (CWA or Union). The complaint alleges that Respondent Frontier Communications Corporation (Frontier) violated Section 8(a)(1) and (5) of the Act by requiring employees to complete new Form I-9 or face discipline without bargaining with the Union over the effects of the decision, and by failing and refusing to provide the Union with information it requested that is necessary for, and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit. (G.C. Ex. 1(c)) <sup>1/</sup>

The administrative hearing was held on August 25, 2020 via Zoom. The evidence produced at hearing establishes that Frontier continually refused the Union's requests to bargain and failed to produce relevant information in a timely manner or failed to produce the information at all, in violation of Section 8(a)(1) and (5) of the Act.

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<sup>1/</sup> References to the transcript record will be designated as (Tr. \_\_\_\_); references to General Counsel's Exhibits will be designated as (G.C. Ex. \_\_\_\_); and references to the parties Joint Exhibits will be designated as (Jt. Ex. \_\_\_\_).

## **II. FACTS**

### **A. Background of Parties**

Respondent Frontier provides telecommunication services in 29 states and is a party to a collective-bargaining agreement with the Union covering its employees in West Virginia and a small part of Virginia. The current CBA became effective on August 6, 2017 and remains in effect through August 7, 2021. (Jt. Exs. 1, 2)

### **B. In 2013, Frontier Agreed to Meet with the Union to Discuss Frontier's Need to Obtain New Form I-9's**

Since 1986, Federal law requires employers to verify that its employees are legally authorized to work in the United States. 8 CFR § 274a.2 (2019) New employees are required to fill out a Form I-9 and present facially valid documentation to establish their identity and employment authorization, such as a passport, driver's license, social security card and/or birth certificate. (G.C. Ex. 2)

In 2013, the Union received calls from members that Frontier was requiring them to fill out new Form I-9's. (Tr. 38) The Union requested bargaining and the parties met to discuss the Union's concerns. (Tr. 39) Frontier explained that in the process of consolidating HR files from field offices to the Human Resources Department in Charleston, West Virginia, it discovered that many files did not include Form I-9's. (Jt. Ex. 2, p. 2) As a result of these meetings, Frontier agreed that management would only view the documents rather than require employees to provide copies of their documents. Frontier also agreed to destroy any copies of documents that had already been provided and only retain the Form I-9's. Further, Frontier agreed to work with employees who were unable able to immediately produce documentation (i.e. lost social security card or birth certificate). At hearing, Frontier Senior Vice-President of Labor Relations

Bob Castigliola stated that these discussions were the “best example of an employer [and] union working together.” (Tr. 188)

After management and the Union met in 2013, Frontier obtained correct and complete Form I-9’s for the bargaining unit employees in West Virginia. (Tr. 41) Castigliola acknowledged that the Union was very helpful in getting members to cooperate with the Form I-9 verification process within the timeframe Frontier requested. (Tr. 209)

**C. Frontier Implements the I-9 Advantage Program without Notifying the Union and Refuses to Bargain over the Effects of the Implementation.**

On July 9, 2019,<sup>2/</sup> Frontier sent an email to its employees nationwide informing them that Frontier had invested in a new electronic system, I-9 Advantage, to process and store Form I-9’s and that “certain” Frontier employees hired/rehired after November 6, 1986 but before March 31, 2019 will be required to complete the I-9 Advantage process. (Jt. Ex. 3) The email stated that the selected employees will be directed to first fill out Section 1 by entering their last name and last four digits of their Social Security number. After Section 1 is completed, an HR representative or authorized agent would contact employees so they may present the required documents in order to complete the process to fulfill Section 2. Frontier also stated that all selected employees must complete a new electronic Form I-9 no later than August 8 and present documents evidencing authorization to work in the United States no later than August 30. (Jt. Ex. 3)

On July 22, Frontier sent an email to selected employees directing them to complete an electronic Form I-9. This email also stated that Section 1 of the Form I-9 must be completed by August 8 and Section 2 by August 30. (Jt. Ex. 4)

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<sup>2/</sup> All dates occurred in 2019, unless otherwise noted.

On July 23, CWA District 2-13 Administrative Director Letha “Lee” Perry sent an email to Peter Homes, Frontier’s Director of Labor Relations. (Jt. Ex. 5) In the email, she informed Homes about what occurred in 2013 concerning the Form I-9’s and sent him a copy of an email from 2013 memorializing the parties’ agreement. Perry asked Homes to confirm that Frontier would do what it did 6 years ago, including that:

- employees who had previously completed a Form I-9 and provided documents for management’s examination would not be required to complete another I-9;
- employees’ identification documents would not be copied or maintained; and
- Frontier would work with employees who may not be able to produce documentation by August 30 so long as they can demonstrate their efforts to procure the documentation.

In the same email, Perry requested a list of employees in the bargaining unit that Frontier intends to require to fill out a new Form I-9.

On July 23 via email, Homes informed Perry that “all” employees who were hired between November 6, 1986 but before March 31, 2019 will be required to complete a new Form I-9 and that the company would not ask employees for copies of their documents. Homes stated that if an employee has lost a document, Frontier will accept a receipt from the Social Security Administration for a period of 90 days. Homes also agreed to provide the list of names of the bargaining unit employees who will be required to fill out the new Form I-9’s. (Jt. Ex. 8)

Over the next week, Homes and Perry exchanged emails concerning whether employees who had already filled out paper I-9’s would now be required to fill out an electronic version. (Jt. Exs. 9–13)

In an August 1 email, Homes clarified to Perry that only those employees who do not have a correctly completed Form I-9 will be required to go through the process again. Homes

explained that this would include employees from whom Frontier does not have any Form I-9 on file or incomplete or improperly completed I-9's. Homes also directed Perry to Frontier's outside counsel Enrique Gonzalez for further questions. (Jt. Ex. 14)

Later on August 1, via email, Perry made a Request for Information (Request #1) for a list of employees that Frontier has identified as not completing a Form I-9 and those identified as having incomplete or incorrectly completed I-9's. (Jt. Ex. 15) In a responsive email sent 16 minutes later, Frontier's outside attorney Gonzalez informed Perry that Frontier would not be providing the list of employees because the "union has no right to this information." (Jt. Ex. 16) In an email on August 5 to Homes, Perry disagreed with Gonzalez's position that the Union was not entitled to this information, particularly when it may impact their continued employment. Perry repeated her request for the information and asked that it be provided as quickly as possible. (Jt. Ex. 17) Perry also made a demand to bargain over the completion of the I-9's. (Jt. Ex. 17) At hearing, Perry testified that the Union made the demand in order to bargain over the timeline for completing the process, documentation retention, and the impact on the members. (Tr. 69)

On August 8, attorney Gonzalez sent an email to Perry informing her that employment of employees who do not fill out the electronic Form I-9's may be "impacted." Gonzalez denied the Union's request to bargain but "as a courtesy," he attached a list of employees for whom Frontier says it did not have correctly completed Form I-9's. (Jt. Ex. 18)

Frontier's list represented approximately 95 percent of the bargaining unit employees hired during the pertinent time period but mistakenly failed to include employees in Ashburn, Virginia who had been accreted into the bargaining unit. (Tr. 75) Because Frontier had obtained new Form I-9's and checked documents in 2013, Lee found it highly unlikely that Frontier did

not have correct I-9's for a very high percentage of its employees. (Tr. 75) At hearing, Frontier's witness Castigliola acknowledged that it was reasonable for the Union to be skeptical why the company was now seeking new I-9's and admitted Frontier had botched the process in 2013 by accepting non-compliant documents like gun and hunting licenses. (Tr. 212, 218) Despite what Frontier now claims was its "massive" non-compliance, Frontier refused to provide the Union any details about the deficiencies, even in conjunction with individual grievances. (Tr. 214, 215, 217)

Perry's suspicions were further raised by the sheer number of employees on the list. Later on August 8, Perry sent another email to Homes with a second demand to bargain over the Company's requiring employees to fill out Form I-9's above and beyond what is requested by federal law. (Jt. Ex. 19) Perry also requested the following information (Request for Information #2):

- the specific laws, regulations, and/or other authorities that support the Company's assertion that completion of the I-9 is required a second (or third, etc) time;
- the specific deficiency for each incorrectly completed I-9; and
- the location and storage method of the employees' previously completed I-9's and any accompanying documents.

Id. Perry sought information about the location of the Form I-9's and accompanying documents because they contained sensitive information such as social security numbers, and she was concerned the information could be compromised, resulting in identity theft. (Tr. 76) Despite sending a follow-up email on August 15, Perry never received a response to Request for Information #2. (Jt. Ex. 20; Tr. 74-75)

On September 26, via email, Homes sent Perry an attachment with a list of employees who still were not in compliance with the I-9 verification process. (Jt. Ex. 21) Also attached to

the email was a letter from Homes to Perry and Tonya Hodges, a CWA official representing Frontier's Connecticut employees. In the letter, Homes stated that 284 or 22 percent of the West Virginia bargaining unit employees had not started the I-9 Advantage process. Homes stated that starting on October 4, Frontier would begin removing non-compliant employees from the schedule (and not be paid). Further, Homes stated if an employee continues to not complete the form, Frontier may terminate the employee. (Jt. Ex. 21)

In a letter to Homes dated October 2, Perry reaffirmed that the Union has no objection to Frontier complying with federal law but is not aware of any law requiring employees who are U.S. citizens to complete multiple Form I-9's. Perry also stated that the Union had not received from Frontier any legal justification for the duplicative and unnecessary re-certification. Perry also stated that Frontier had refused to engage in productive discussions or to provide information supporting its claim that federal law dictates its action and that deficiencies exist in previously-completed I-9's. Perry also informed Homes that Frontier has scanned and photographed information or asked employees to do so. Finally, Perry demanded that Frontier suspend further implementation of the I-9 Advantage program until reasonable bargaining can occur. (Jt. Ex. 22)

In the meantime, the Union had filed 13 grievances for employees whose employment had been threatened for not completing the electronic I-9's. (Tr. 89) In conjunction with the grievances, the Union made individual information requests seeking the deficiencies in the employee's previously completed Form I-9. (Tr. 88-89) On October 21, Homes informed Perry that if there is a request to review a specific personnel file in connection with an I-9 grievance, Frontier will provide for such review consistent with Article 6A of the CBA. Homes also stated that if there was a request to review a specific Form I-9 in connection with the grievance,

Frontier will provide a copy of the Form I-9 on file, if any, and provide an explanation of the deficiency in the I-9. (Jt. Ex. 23) However, despite promising to produce these individual Form I-9's, Frontier has refused to provide even these limited number of documents. (Tr. 165)

On October 24, Homes notified five bargaining unit employees that they will be removed from the work schedule without pay if they do not complete the Form I-9 verification process before October 29. (Jt. Ex. 28) Frontier also stated that if they continue to fail to complete the Form I-9 verification process, their employment may be terminated. (Jt. Ex. 28)

On December 10, Perry sent an email to Homes again demanding bargaining over the Form I-9 issue and requesting that Frontier suspend implementation pending bargaining. Further, Perry repeated her request for information showing the deficiencies in the employees' previously-submitted Form I-9's and the location and storage method of these documents. (Jt. Ex. 26) In response, Homes reaffirmed Frontier's refusal to bargain and provide the requested information. (Jt. Ex. 27)

### **III. ANALYSIS**

#### **A. Frontier Violated Section 8(a)(5) by Failing to Bargain over the Effects of the I-9 Advantage Program**

An employer's duty to bargain collectively under Section 8(a)(5) is prescribed in Section 8(d) as a duty to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment. In *NLRB v. Katz*, the Supreme Court held an employer's refusal to negotiate, or "meet and confer," upon request over Section 8(d)'s mandatory subjects constitutes an unfair labor practice. 369 U.S. 736, 742-43 (1962) To establish a Section 8(a)(5) refusal to bargain violation, two criteria must be met. First, the subject at issue must be a mandatory subject of bargaining. *Id.* at 736 Second, the union must have requested to bargain



over the mandatory subject. *Id.* If both elements are met, a Section 8(a)(5) violation will be found.

Section 8(d) outlines mandatory subjects of bargaining. While Section 8(d) does not delineate every subject, the Board has historically recognized discipline as a mandatory subject under the umbrella of a “condition of employment.” *Electri-Flex Co.*, 228 NLRB 847, 857 (1977). “It is well established that an employer is generally obligated to bargain over the effects of a decision even when it has no statutory duty to bargain over the decision itself.” *Tramont Manufacturing, LLC*, 369 NLRB No. 136 (July 27, 2020) (*citations omitted*); *Rochester Gas & Electric Corp.*, 355 NLRB 507, 516 (2010) (employer’s actions that have an *effect* as it relates to wages, hours, and conditions of employment constitute a mandatory subject of bargaining).

The Board’s decision in *Washington Beef, Inc.*, 328 NLRB 612 (1999) is on point. In this case, the employer refused to bargain with the union over the amount of time given to a bargaining unit employee to establish that he possesses authentic work documents to fill out a new Form I-9. The Board found that “there can be no question that the length of time given to aliens in which to establish they possess genuine work documents constitutes a term and condition of employment over which Respondent must bargain upon request.” *Id.* at 620 (*citing Mountain High Knitting, Inc. v. Reno*, 51 F.3d 216, 220 at n. 5 (9th Cir. 1995)); see, *Nortech Waste*, 336 NLRB 554, 554 n.1, 569-570 (2001) (affirming Administrative Law Judge’s conclusion that employer met duty to meet and consult with union concerning treatment of suspected undocumented workers).

Here, the effects of the implementation of the I-9 Advantage program relate to employees’ continued employment. Frontier set a 39-day deadline for employees to provide

genuine work documents establishing their employment authorization. A number of employees failed to meet this initial deadline. On October 24, Frontier informed employees that if they did not complete the I-9 verification process by October 29, they would be removed from their work schedules without pay. In addition, Frontier threatened to terminate their employment if they continued to not comply.

The Union requested bargaining to establish an agreed-upon timeline for employees to complete the process and the impact on employees who failed to complete the process. As established in *Washington Beef*, the timeline for employees to complete the electronic Form I-9 and provide their requisite documents, and the potential adverse action on employees who fail to do so, constituted mandatory subjects of bargaining. Accordingly, General Counsel has established both elements of a Section 8(a)(5) violation.

Frontier may argue that the series of emails between Homes and Perry shows that the company did discuss the Union's issues and in response to such discussions, the company made several accommodations. However, Board law is clear that an employer cannot satisfy its statutory duty to bargain by expressing a willingness to discuss a bargainable subject while maintaining that it has no duty to bargain. *San Diego Cabinets*, 183 NLRB 1014, 1020 (1970) (rejecting employer's contention that because it informed union of its willingness to meet and discuss matters it had not refused to bargain, where employer consistently maintained that it had no duty to bargain), *enfd.* 453 F.2d 215 (9th Cir. 1971); *Mi Pueblo Foods*, 360 NLRB 1097, 1106 (2014) (effects bargaining violation for employer to state that while it had no duty to bargain it was willing to "discuss" a process for implementing layoffs).

Frontier may also defend its refusal to bargain on the ground the effects of the implementation of the I-9 Advantage program were *de minimus* as it was not burdensome on

employees to complete the form and bring in their documents. Further, Frontier may argue that there was no duty to bargain because it never disciplined any employees over their delay in completing the certification process.

Such arguments should be rejected because whether changes are *de minimus* is not evaluated individually or based to the extent to which those changes were actually enforced, but rather on the overall design of the changes an employer implemented. *Springfield Jewish Nursing Home*, 292 NLRB 1266, 1274-75 (1989). On August 8, Frontier's attorney, Gonzalez, stated in an email the employment of members who do not complete the I-9 Advantage process may be "impacted." Later in October, Frontier informed specific employees that if they did not complete the process within 5 days, they would be taken off the schedule without pay and could be terminated if they continued to remain non-compliant. See, *New York University*, 363 NLRB No. 48, at \*6 (2015) (*citations omitted*) ("it is clear that a change 'affecting just one employee' can result in a violation of Section 8(a)(5)").

Finally, to the extent that Frontier argues that it had no duty to bargain over the effects because the Union failed to specifically request "effects bargaining," such an argument is also without merit. In *Bridon Cordage, Inc.*, 329 NLRB 258 (1999), the Board ruled that a union has no obligation to request bargaining over the effects of a management decision impacting employee terms and conditions of employment when the decision is announced as a *fait accompli*. Here, Frontier informed employees that they would be required to complete the I-9 Advantage process before it ever notified the Union. Under the circumstances, the Union did not have an obligation to demand effects bargaining. *Orchids Paper Products*, 367 NLRB No. 33 (2018) (*citing Dodge of Naperville, Inc.*, 257 NLRB 2252 (2012) (no waiver of effects bargaining by failing to request bargaining when change announced as a *fait accompli*)).

## **B. Frontier Failed in its Duty to Provide Requested Information.**

An employer's duty to bargain under Section 8(a)(5) of the Act includes a general duty to provide information needed by the bargaining representative in contract negotiations and administration. See, *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152-153 (1956). Information concerning wages, hours, and other terms and conditions of employment for unit employees is presumptively relevant to the union's role as exclusive collective-bargaining representative. See, *Hanson Aggregates BMC, Inc.*, 353 NLRB 294 (2008). The parties are required to provide relevant requested information in a complete, accurate and timely manner. See, *Gloversville Embossing Corp.*, 314 NLRB 1258, 1259 (1994). In providing this information an employer is to apply no lesser degree of "diligence and promptness" in bargaining matters than in "other business affairs of importance." *J.H. Rutter-Rex Manufacturing Company, Inc.*, 86 NLRB 470, 506 (1949).

### **Request No. 1**

On August 1, the Union requested a list of employees that Frontier had identified as not completing a Form I-9 and those identified as having incomplete or incorrectly completed Form I-9's. The Union's request for the identity of those employees whose employment might be impacted was presumptively relevant. *Green Apple Supermarket of Jamaica, Inc.*, 366 NLRB No. 124, slip op. at 21 (2018). However, later on August 1, Frontier's outside attorney refused to provide the information because it claims the Union did not have a right to the information.

"When a union makes a request for relevant information, the employer has a duty to supply the information in a timely fashion or to adequately explain why the information will not be furnished." *Regency Service Carts*, 345 NLRB 671, 673 (2005). "The duty to furnish

information requires a reasonable, good-faith effort to respond to the request as promptly as circumstances allow.” *TDY Industries*, 369 NLRB No. 128, slip op. at \*2 (July 22, 2020)(citing *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993)). “An unreasonable delay in furnishing relevant requested information is as much a violation of Section 8(a)(5) as a refusal to furnish the information at all.” *CPL (Linwood) LLC d/b/a Linwood Care Center*, 367 NLRB No. 14, slip op. at 4 (2018).

To determine whether requested information has been provided in a timely manner, the Board considers a variety of factors, including “the nature of the information sought, the difficulty in obtaining it, the amount of time the employer takes to provide it, the reasons for the delay, and whether the party contemporaneously communicates these reasons to the requesting party.” *TDY Industries*, *supra*, slip op. at \*3 (citation omitted). Here, the names of employees were easy to obtain, as Frontier had a record of whom it sent emails on July 22. Frontier has never provided any reason to the Union then or at the hearing now why it initially refused to provide the requested information. Only after Perry complained to Homes about Gonzalez’s refusal, requested the information again, and made a demand to bargain, did Frontier reconsider and “as a courtesy” provided the list of names to the Union.

The 1-week delay in providing the information was significant to the Union’s ability to represent its members. Frontier had imposed an arbitrary deadline of August 8 for employees to complete Part I of the Form I-9. Without the list of employees, the Union did not know which of its members was being required to fill out these new forms. Because Frontier had confirmed it possessed correct Form I-9’s in 2013, the Union initially believed it was a small group of employees who needed to fill out new Form I-9’s. But unlike in 2013, Frontier never communicated to the Union why it needed new Form I-9’s from existing employees. Frontier’s

lack of candor and failure to provide the names in a timely manner had a significant adverse impact on the Union's ability to serve its membership before the August 8 deadline.

Under these circumstances, Frontier violated Section 8(a)(5) by its initial refusal to provide the information and its unreasonable delay in finally producing it. See, *Teamsters Local 921 (San Francisco Newspaper)*, 309 NLRB 901, 902 (1992) ("subsequent compliance with a request for information does not cure the unlawful refusal to supply the information in a timely manner.")

### **Request No. 2**

On August 8, the Union made a second request for information, seeking the specific deficiency for each incorrectly completed Form I-9 and the location and storage method of the employees' previously completed Form I-9's and any accompanying documents. Frontier has refused to provide any documents in response to these two items.

As explained above, employees were required to complete new Form I-9's under the threat of termination if they failed to do so. Accordingly, the Union was entitled to probe whether the existing Form I-9's were actually deficient in order to properly advise its members. Frontier's stonewalling went as so far to even failing to provide employees with their own Form I-9's as part of the grievance process even after initially promising to do so. See, *Stephens Media, LLC*, 356 NLRB 661, 683 (2011) (employer violated Section 8(a)(5) by refusing to provide the union with personnel file of suspended employee).

Finally, Frontier unlawfully refused to provide the Union with the location and storage method of the employees' previously-completed I-9's and accompanying documents. Federal law requires the employer to retain either a paper, electronic, microfilm or microfiche copy of the originally signed Form I-9. 8 CFR § 274a.2(b)(2). Given Frontier's failure to explain why it

needed new Form I-9's for approximately 95 percent of the bargaining unit, the Union was rightfully concerned that the Form I-9's in the company's possession may have been lost or compromised. According to the Federal Trade Commission, there were over 650,000 reports of identity theft in the United States in 2019, the most of any category of fraud. Federal Trade Commission, Consumer Sentinel Network Data Book 2019 (January 2020) ([https://www.ftc.gov/system/files/documents/reports/consumer-sentinel-network-data-book-2019/consumer\\_sentinel\\_network\\_data\\_book\\_2019.pdf](https://www.ftc.gov/system/files/documents/reports/consumer-sentinel-network-data-book-2019/consumer_sentinel_network_data_book_2019.pdf)). Social security numbers and similar sensitive information in the wrong hands can wreak havoc on an individual's finances and cause severe emotional repercussions for years as documented in studies. See, "The Aftermath: The Non-Economic Impacts of Identity Theft," Identity Resource Center (2018) ([https://www.idtheftcenter.org/wp-content/uploads/2018/09/ITRC\\_Aftermath-2018\\_Web\\_FINAL.pdf](https://www.idtheftcenter.org/wp-content/uploads/2018/09/ITRC_Aftermath-2018_Web_FINAL.pdf)).

"Few matters can be of greater legitimate concern to individuals in the workplace . . . then exposure to conditions threatening their health, well-being, or their very lives." *Detroit Newspaper Agency*, 317 NLRB 1071, 1071 (1995) (confirming the relevancy of union's request for information addressing health and safety issues). Under these particular circumstances, the Union's effort to protect its members from the devastating impact of identity theft was reasonable and the very limited information sought was certainly relevant to its representational duties. Frontier has yet to explain why it refuses to provide this information so that the Union's and employee's concerns may be assuaged.

#### IV. CONCLUSION

For the reasons discussed above, Counsel for the General Counsel respectfully requests that the Administrative Law Judge find that Respondent violated Section 8(a)(5) of the Act as alleged in the complaint. The recommended conclusions of law are set forth below:

- 1) Respondent violated Section 8(a)(5) by failing and refusing to bargain over the effects of its decision to implement the I-9 Advantage Program.
- 2) Respondent violated Section 8(a)(5) of the Act when from August 1, 2019 to August 8, 2019, it unreasonably delayed in providing information requested by the Union.
- 3) Respondent violated Section 8(a)(5) of the Act since August 8, 2019 by failing and refusing to turn over the information lawfully requested by the Union.

Attached hereto as Attachment A is a proposed Notice to Employees for your consideration.

Dated: September 25, 2020

/s/ Stephen M. Pincus

Stephen M. Pincus

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National Labor Relations Board, Region 8  
1240 E. Ninth Street, Room 1695  
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/s/ Noah Fowle

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National Labor Relations Board, Region 8  
1240 E. Ninth Street, Room 1695  
Cleveland, OH 44199



**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** refuse to bargain with the Communications Workers of America, AFL-CIO, District 2-13 (the Union) as the employees' representative with us regarding changes to work place policies that effect wages, hours, and other working conditions of the employees in the following unit:

All non-supervisory employees in the following job classifications whose duties are not of a confidential nature, and who are employed by Frontier West Virginia Inc. or Citizens Telecom Services Co.:

Apprentice Technicians; Assignment Administrator; Assistant Technician; Automobile Technician; Automotive Equipment Technician; Building Attendant; Buildings Equipment Mechanic; Buildings Mechanic; Cable Splicing Technician; Central Office Technician; Coin Telephone Collector; Communications Representatives; Computer Attendants; Consultants; Customer Billing Analyst; Customer Business Representative; Customer Service Administrator; Customer Service Agent; Customer Service Clerk; Dial Administration Clerks; Directory Compilation Clerks; Dispatching Clerks; Drivers; Engineering Assistants; Engineering Drawing Clerks; Entry Typists; Facilities Administrator; Fraud Investigator; Fiber Customer Support Analyst; Fiber Network Technician; File Clerks; Frame Attendants; Garage Attendants; General Clerks; Key Data Entry Clerks; Mail Clerks; Maintenance Administrators; Management Plan Clerks; Manager's Clerks; Master Automotive Equipment Technician; Master Buildings Equipment Mechanic; Material Equipment Technician; Material Systems Technician; Message Investigation Clerks; Metrology Technician; Network Services Coordinator; Office Clerical Assistants; Office Clerks; Operator; Outside Plant Technician; Plant Assignment Clerks; Plant Records Clerks; Public Communications Sales Representative; RCMAC Clerk; Remittance Clerks; Repair Clerks; Reproduction Clerks; Sales Associate; Senior Technician; Senior Traffic Office Clerk; Senior Voicemail Clerks; Service Assistant; Service Order Administrators; Service Order Clerks; Service Order Correction Clerks; Service Representative; Services Technician; Special Clerks; Stenographers; Storekeeper; Systems Technicians; Technician; Telemarketing Representatives; Tellers; Typists; Video Hub Technician; and Warehouse Attendant

**WE WILL NOT** refuse to bargain with the Union by failing and refusing to provide it with information that is relevant to its role as your bargaining representative

**WE WILL NOT** unreasonably delay in responding to the Union's requests for information like we did regarding the Union's August 1, 2019 request for information regarding the unit employees identified as having not completed their Form I-9's and/or incompletely or incorrectly completed their Form I-9's.

**WE WILL NOT** in any like or related manner interfere with, coerce or restrain you in the exercise of your rights under Section 7 of the Act.

**WE WILL** provide the Union with information it requested on August 8, 2019 regarding the deficiencies in employees' previous I-9s that necessitated them to provide new I-9s and supporting information, and the storage location and method of storage of the previously provided Form I-9s.

**Frontier Communications**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

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**Telephone:** (513)684-3686  
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This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at [complianceunit@nrlb.gov](mailto:complianceunit@nrlb.gov).

## CERTIFICATE OF SERVICE

September 25, 2020

I hereby certify that I served the attached Counsel for the General Counsel's Brief to the Administrative Law Judge on the following parties by electronic mail:

Ryan Sears – [ryan.sears@morganlewis.com](mailto:ryan.sears@morganlewis.com)

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